to direct the plaintiffs, carriers, as to what disposition to make of the rails. The plaintiffs sued to recover the full amount of the affreightment as if for completed passage, though the defendants were not parties to the contract of affreightment. *Held,* that the plaintiffs were entitled to recover full freight charges as damages for breach of the obligation to take possession and discharge the plaintiff's lien.

In the earlier stages of this peculiar procedure an effective exercise of the right of stoppage *in transitu* necessitated a regaining of physical possession of the goods, which in turn required a satisfaction of the carrier's lien as condition precedent. *Northey v. Lewis* (1798) 2 Esp. 613; *Snee v. Prescott* (1743) 1 Atk. 245. Subsequent relaxation of the rule permitted an unpaid vendor to deprive the vendee of the right to possession by mere notice to the carrier. *Oppenheim v. Russell* (1802) 3 Bos. & P. 42; *Rucker v. Donovan & Feiferlich* (1872) 13 Kan. 251; *Frame v. Oregon Liquor Co.* (1906) 48 Or. 272. In the jurisdiction of the principal case, the carrier's duty on receipt of such notice is not only not to deliver to the consignee but "to deliver to or according to the directions of the seller." Sales of Goods Act, Sec. 46, subsec. 2. The latter duty is of course incurred only upon satisfaction of his own lien for affreightment. The question is, then, is such satisfaction a right of the carrier's? Does the service of notice by the vendor involve a duty to pay the freight? If such a duty exists, it is clearly not contractual in character. On the other hand it is somewhat strained to say that the vendor has committed a tort. Of course the carrier has been damaged to the extent of losing affreightment charges from the consignee; but the notice which caused that loss was, at the time, legal. The better and shorter disposal of the case is to treat it as the deliberate creation of a common law debt; *i. e.,* simultaneously with the right of the vendor that the goods shall not be delivered to the consignee, and the correlative duty of the carrier not to deliver, there arises a corresponding duty on the part of the vendor to satisfy the carrier's lien for affreightment, and a correlative right of the carrier to be paid. There is not such an enrichment to the vendor as forms the basis of an ordinary quasi-contract; but by the notice to stop delivery, the vendor has deprived the carrier of his right against the consignee, and has created in himself the power of regaining property rights by paying freight charges. This power is valuable as a security, and may well be made the basis of a non-contract debt at common law.

R. L. S.

SLANDER—CHARGE OF PERSONAL IMMORALITY AGAINST A TEACHER—ACTIONABILITY PER SE.—JONES V. JONES (1916) 115 L. T. 432.—The respondent imputed immoral conduct on the part of the appellant, a schoolmaster, with a married woman. There was no evidence of special damage, or of reflection, other than the above statement, on the appellant in his professional capacity. *Held,* that the words were not actionable *per se.*

Words imputing immorality must be spoken of one in respect to his professional conduct or capacity in order to be actionable without show-

ing special damage. *Lumby v. Allday* (1830) 1 Cromp. & J. 305, 306; *Ayre v. Craven* (1834) 2 A. & E. 2; *Doyley v. Roberts* (1837) 3 Bing. (N. Cas.) 835; *Buck v. Hersey* (1850) 31 Me. 558. The extreme case of *Ayre v. Craven, supra,* in which it was held that words imputing adultery to a physician were not actionable, because his conduct was not connected by the speaker with his profession, has been widely followed. See *Morasse v. Brochu* (1890) 151 Mass. 567, 576. The case of words imputing immorality to a clergyman is the one recognized exception. *Chaddock v. Briggs* (1876) 13 Mass. 285; see *Gallwey v. Marshall* (1853) 9 Ex. 294; *Potter v. N. Y. Evening Journal Pub. Co.* (1902) 68 App. Div. (N. Y.) 95. It seems desirable that a rule which appears so artificial and arbitrary should be altered by legislation, if the courts do not find themselves free to extend the common law interpretation. *Cf.* Slander of Women Act (1891); Gen. Code of Ohio, sec. 13383.

R. L. S.

TELEGRAPH AND TELEPHONE COMPANIES—DISCRIMINATION IN SUPPLYING STOCK QUOTATIONS—PRIVATE PROPERTY IN SAME.—WESTERN UNION TELEGRAPH COMPANY V. FOSTER (1916) 113 N. E. (MASS.) 192.—The New York stock exchange furnished stock quotations to the Western Union Telegraph Company under a contract which permitted it to give ticker service only to those approved by the exchange. The plaintiff applied for ticker service, but the exchange withheld its approval and the telegraph company refused to install the service. *Held,* that although the stock quotations of the stock exchange were its private property and it could dispose of them as it saw fit, nevertheless it could not, through a telegraph company, thus discriminate against individuals, and that a telegraph company having once acquired such quotations must serve the public impartially.

The quotations of a stock exchange are the result of transactions on its floor. They are gathered by its employees and the stock exchange has a property right in them. *Board of Trade v. Christie Grain Stock Co.* (1902) 116 Fed. 944; *Board of Trade v. Thomson Commission Co.* (1900) 103 Fed. 902. Having such property right, regulations with respect to their disposal may be made. *Hunt v. New York Cotton Exchange* (1906) 205 U. S. 222; *Board of Trade v. Cellia Commission Co.* (1906) 145 Fed. 28. But having once transferred its quotations to a telegraph company, no restriction which subverts the common law obligations of a public service corporation will be given effect. *Telegraph Co. v. Telephone Co.* (1888) 61 Vt. 241. Nor can the corporation rely upon such restriction as a ground for discrimination. *State v. Telephone Co.* (1880) 36 Oh. St. 297; *Missouri v. Bell Telephone Co.* (1885) 23 Fed. 539. It has, however, been held that a telegraph company could insist that an applicant sign a statement, demanded by the stock exchange in its contract with the telegraph company, that the applicant will not use the quotations in running a bucket shop, as such condition would be a reasonable regulation on the part of a public service company itself. *Western Union Tel. Co. v. State* (1905) 165 Ind. 492. See *The Inter-Ocean Pub. Co. v. The Associated Press* (1900) 184 Ill. 438.

A. S. B.